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25 **UNITED STATES DISTRICT COURT**
 26 **NORTHERN DISTRICT OF CALIFORNIA**

27 MARK PIERCE, on behalf of himself and all others)
 28 similarly situated,

Case No. C 08-1048

29 Plaintiff,

30) CLASS ACTION COMPLAINT

31 v.

32) JURY TRIAL DEMANDED

33 BEIJING-MATSUSHITA COLOR CRT)
 34 COMPANY, LTD.; CHUNGHWA PICTURE)
 35 TUBES, LTD.; CHUNGHWA PICTURE TUBES)
 36 (MALAYSIA) SDN. BHD.; HITACHI, LTD.;)
 37 HITACHI AMERICA, LTD.; HITACHI ASIA,)
 38 LTD.; IRECO GROUP CORPORATION; IRECO)
 39 DISPLAY DEVICES CO., LTD.; LG)
 40 ELECTRONICS, INC.; LP DISPLAYS)
 41 INTERNATIONAL, LTD.; MATSUSHITA)
 42 ELECTRIC INDUSTRIAL CO., LTD.;)
 43 PANASONIC CORPORATION OF NORTH)
 44 AMERICA; ORION ELECTRIC CO., LTD.;)
 45 ORION AMERICA, INC.; KONINKLIJKE)
 46 PHILIPS ELECTRONICS N.V.; PHILIPS)
 47 ELECTRONICS NORTH AMERICA; SAMSUNG)
 48 SDI CO., LTD.; SAMSUNG SDI AMERICA, INC.;)

1 SAMTEL COLOR, LTD.; THAI CRT COMPANY,)
2 LTD.; TOSHIBA CORPORATION; and MT)
3 PICTURE DISPLAY CO., LTD. a/k/a)
4 MATSUSHITA TOSHIBA PICTURE DISPLAY)
5 CO., LTD.,)
6)
7 Defendants.

8 Plaintiff, by his attorneys, brings this civil action for damages and injunctive
9 relief on behalf of himself and all others similarly situated against the above-named
10 Defendants, and demanding a trial by jury, complains and alleges as follows:

11 **JURISDICTION AND VENUE**

12 1. This complaint is filed under Section 16 of the Clayton Act
13 (15 U.S.C. §26) to obtain injunctive relief for violations of Section 1 of the Sherman Act
14 (15 U.S.C. §1), to recover damages under state antitrust and consumer protection laws, and
15 to recover the costs of suit, including reasonable attorneys' fees, for the injuries that
16 Plaintiff and all others similarly situated sustained as a result of the Defendants' violations
17 of those laws.

18 2. The Court has jurisdiction over the federal claim under 28 U.S.C.
19 §§1331 and 1337. The Court has jurisdiction over the state law claims under 28 U.S.C.
20 §1367 because those claims are so related to the federal claim that they form part of the
21 same case or controversy. The Court also has jurisdiction over the state law claims under
22 28 U.S.C. §1332 because the amount in controversy for the Class exceeds \$5,000,000, and
23 there are members of the Class who are citizens of a different state than the defendants.

24 3. Venue is proper in this District under 15 U.S.C. §22 and 28 U.S.C.
25 §1391 because defendants reside, transact business, or are found within this District, and a
26 substantial part of the events giving rise to the claims arose in this District.

27 4. The activities of the Defendants and their co-conspirators, as
28 described herein, were within the flow of, were intended to, and did have a substantial
effect on the foreign and interstate commerce of the United States.

DEFINITIONS

5. As used herein, the term Cathode Ray Tube ("CRT") means a specialized vacuum tube in which images are produced when an electron beam strikes a phosphorescent surface. CRTs are most commonly used in televisions and computer monitors.

6. As used herein, the term "Class Period" means the time period extending from at least January 1, 1995 through the present.

THE PARTIES

The Plaintiff

10 7. Plaintiff Mark Pierce, a New Hampshire resident, indirectly
11 purchased a CRT (contained in a television) from one or more of the Defendants during the
12 Class Period, for end use and not for resale, and was injured as a result of Defendants'
13 illegal conduct.

The Defendants

15 8. Defendant Beijing-Matsushita Color CRT Company, Ltd. (“BMCC”)
16 is a business entity organized under the laws of the People’s Republic of China, with its
17 principal place of business at No. 9 Juixianqiao North Road, Dashanzi Chaoyang District,
18 Beijing, People’s Republic of China. During the Class Period, BMCC manufactured, sold
19 and distributed CRTs to customers throughout the United States.

20 9. Defendant Chunghwa Picture Tubes, Ltd. is a business entity
21 organized under the laws of Taiwan, with its principal place of business at 1127 Heping
22 Road, Bade City, Taoyuan, Taiwan. During the Class Period, Chunghwa Picture Tubes,
23 Ltd. manufactured, sold and distributed CRTs to customers throughout the United States.

24 10. Defendant Chunghwa Picture Tubes (Malaysia) Sdn. Bhd.
25 ("Chunghwa Malaysia") is a business entity organized under the laws of Malaysia, with its
26 principal place of business at Lot 1, Subang Hi-Tech Industrial Park, Batu Tiga, 4000 Shah
27 Alam, Selangor Darul Ehsan, Malaysia. Chunghwa Malaysia is a wholly-owned and

1 controlled subsidiary of Defendant Chunghwa Picture Tubes, Ltd. During the Class Period,
2 Chunghwa Malaysia manufactured, sold and distributed CRTs to customers throughout the
3 United States.

4 11. Defendants Chunghwa Picture Tubes, Ltd. and Chunghwa Malaysia
5 are referred to collectively herein as "Chunghwa."

6 12. Defendant Hitachi, Ltd. is a business entity organized under the laws
7 of Japan, with its principal place of business at 6-6, Marunouchi 1-chome, Chiyoda-ku,
8 Tokyo, 100-8280, Japan. During the Class Period, Hitachi, Ltd. manufactured, sold and
9 distributed CRTs to customers throughout the United States.

10 13. Defendant Hitachi America, Ltd. ("Hitachi America") is a business
11 entity organized under the laws of New York, with its principal place of business at
12 2000 Sierra Point Parkway, Brisbane, California 94005. Hitachi America is a wholly-
13 owned and controlled subsidiary of Defendant Hitachi, Ltd. During the Class Period,
14 Hitachi America manufactured, sold and distributed CRTs to customers throughout the
15 United States.

16 14. Defendant Hitachi Asia, Ltd. ("Hitachi Asia") is a business entity
17 organized under the laws of Singapore, with its principal place of business at 16 Collyer
18 Quay, #20-00 Hitachi Tower, Singapore 049318. Hitachi Asia is a wholly-owned and
19 controlled subsidiary of Defendant Hitachi, Ltd. During the Class Period, Hitachi Asia
20 manufactured, sold and distributed CRTs to customers throughout the United States.

21 15. Defendant Irico Group Corporation is a business entity organized
22 under the laws of the People's Republic of China, with its principal place of business at
23 1 Caihong Road, Xianyang City, Shaanxi Province 712021, People's Republic of China.
24 During the Class Period, Irico Group Corporation manufactured, sold and distributed CRTs
25 to customers throughout the United States.

26 16. Defendant Irico Display Devices Co., Ltd. ("Irico Display") is a
27 business entity organized under the laws of the People's Republic of China, with its
28

1 principal place of business at No. 16, Fenghui South Road West, District High-Tech
2 Development Zone, Xi'an, SX1 710075, People's Republic of China. Irico Display is a
3 partially-owned subsidiary of Defendant Irico Group Corporation. During the Class Period,
4 Irico Display manufactured, sold and distributed CRTs to customers throughout the United
5 States.

6 17. Defendant LG Electronics, Inc. ("LG Electronics") is a business
7 entity organized under the laws of South Korea, with its principal place of business at LG
8 Twin Towers 20, Yeouido-dong, Yeongdeungpo-gu, Seoul, Korea 150-721. During the
9 Class Period, LG Electronics manufactured, sold and distributed CRTs to customers
10 throughout the United States.

11 18. Defendant LP Displays International, Ltd. ("LP Displays") is a
12 business entity organized under the laws of Hong Kong, with its principal place of business
13 at 6th Floor, ING Tower, 308 Des Voeux Road Central, Sheung Wan, Hong Kong, China.
14 During the Class Period, LP Displays manufactured, sold and distributed CRTs to
15 customers throughout the United States.

16 19. Defendant Matsushita Electric Industrial Co., Ltd. ("Matsushita
17 Electric") is a business entity organized under the laws of Japan, with its principal place of
18 business at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan. During the Class
19 Period, Matsushita Electric manufactured, sold and distributed CRTs to customers
20 throughout the United States including under the brand names Panasonic and JVC.

21 20. Defendant Panasonic Corporation of North America ("Panasonic") is
22 a business entity organized under the laws of Delaware, with its principal place of business
23 at One Panasonic Way, Secaucus, New Jersey 07094. Panasonic is a wholly-owned and
24 controlled subsidiary of Defendant Matsushita Electric. During the Class Period, Panasonic
25 manufactured, sold and distributed CRTs to customers throughout the United States.

26 21. Defendants Matsushita Electric and Panasonic are referred to
27 collectively herein as "Matsushita."

1 22. Defendant Orion Electric Co., Ltd. is a business entity organized
2 under the laws of Japan, with its principal place of business at 41-1 Iehisa-cho Echizen-shi
3 Fukui 915-8555, Japan. During the Class Period, Orion Electric Co., Ltd. manufactured,
4 sold and distributed CRTs to customers throughout the United States.

5 23. Defendant Orion America, Inc. ("Orion America") is a business
6 entity organized under the laws of Indiana, with its principal place of business at
7 Highway 41 North, Orion Place, Princeton, Indiana 47670. Orion America is a wholly-
8 owned and controlled subsidiary of Defendant Orion Electric Co., Ltd. During the Class
9 Period, Orion America manufactured, sold and distributed CRTs to customers throughout
10 the United States.

11 24. Defendant Koninklijke Philips Electronics N.V. ("Koninklijke
12 Philips") is a business entity organized under the laws of The Netherlands, with its principal
13 place of business at Breitner Center, Amstelplein 2, 1096 BC Amsterdam, The Netherlands.
14 During the Class Period, Koninklijke Philips manufactured, sold and distributed CRTs to
15 customers throughout the United States.

16 25. Defendant Philips Electronics North America ("Philips North
17 America") is a business entity organized under the laws of Delaware, with its principal
18 place of business at 1251 Avenue of the Americas, New York, New York 10020. Philips
19 North America is a wholly-owned and controlled subsidiary of Defendant Koninklijke
20 Philips. During the Class Period, Philips North America manufactured, sold and distributed
21 CRTs to customers throughout the United States.

22 26. Defendants Koninklijke Philips and Philips North America are
23 referred to collectively herein as "Philips."

24 27. Defendant Samsung SDI Co., Ltd. ("Samsung SDI") is a business
25 entity organized under the laws of South Korea, with its principal place of business at 575
26 Shin-dong, Yeongtong-gu, Suwon, Gyeonggi-do, Korea 443-731. During the Class Period,
27

1 Samsung SDI manufactured, sold and distributed CRTs to customers throughout the United
2 States.

3 28. Defendant Samsung SDI America, Inc. ("Samsung SDI America") is
4 a business entity organized under the laws of California, with its principal place of business
5 at 3333 Michelson Drive, Suite 700, Irvine, California 92612. Samsung SDI America is a
6 wholly-owned and controlled subsidiary of Defendant Samsung SDI. During the Class
7 Period, Samsung SDI America manufactured, sold and distributed CRTs to customers
8 throughout the United States.

9 29. Defendants Samsung SDI and Samsung SDI America are referred to
10 collectively herein as "Samsung."

11 30. Defendant Samtel Color, Ltd. ("Samtel") is a business entity
12 organized under the laws of India, with its principal place of business at 52, Community
13 Centre, New Friends Colony, New Delhi 110065, India. During the Class Period, Samtel
14 manufactured, sold and distributed CRTs to customers throughout the United States.

15 31. Defendant Thai CRT Company, Ltd. ("Thai CRT") is a business
16 entity organized under the laws of Thailand, with its principal place of business at 1/F
17 26 Siam Cement Road, Bangsue Dusit, Bangkok, Thailand. Thai CRT is a subsidiary of
18 Siam Cement Group. During the Class Period, Thai CRT sold and distributed CRTs to
19 customers throughout the United States.

20 32. Defendant Toshiba Corporation ("Toshiba") is a business entity
21 organized under the laws of Japan, with its principal place of business at 1-1, Shibaura 1-
22 chome, Minato-ku, Tokyo 105-8001, Japan. During the Class Period, Toshiba
23 manufactured, sold and distributed CRTs to customers throughout the United States.

24 33. Defendant MT Picture Display Co., Ltd. a/k/a Matsushita Toshiba
25 Picture Display Co., Ltd. ("MT Picture Display") is a business entity organized under the
26 laws of Japan, with its principal place of business at 1-1, Saiwai-cho, Takatsuki City 569-
27 1193, Osaka, Japan. MT Picture Display is a joint venture between Defendants Matsushita
28

1 Electric and Toshiba. During the Class Period, MT Picture Display manufactured, sold and
 2 distributed CRTs to customers throughout the United States.

3 **Co-Conspirators**

4 34. Various others, presently unknown to Plaintiff, participated as co-
 5 conspirators with the Defendants in the violations of law alleged in this Complaint and have
 6 engaged in conduct and made statements in furtherance thereof.

7 35. The acts charged in this Complaint have been done by Defendants and
 8 their co-conspirators, or were authorized, ordered or done by their respective officers,
 9 agents, employees or representatives while actively engaged in the management of each
 10 Defendant's business or affairs.

11 36. Each of the Defendants named herein acted as the agent or joint
 12 venturer of or for the other Defendants with respect to the acts, violations and common
 13 course of conduct alleged herein.

14 **CLASS ACTION ALLEGATIONS**

15 37. Plaintiff brings this suit as a class action pursuant Rules 23(b)(2) and
 16 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of himself and a Plaintiff Class
 17 ("the Class") composed of and defined as follows:

18 All persons and entities residing in the United States who, from
 19 January 1, 1995 through the present, indirectly purchased CRTs
 20 manufactured by Defendants, and products containing CRTs
 21 manufactured by Defendants, in the United States for their own use
 22 and not for resale. Specifically excluded from this Class are the
 23 Defendants; the officers, directors or employees of any Defendant;
 24 any entity in which any Defendant has a controlling interest; and any
 25 affiliate, legal representative, heir or assign of any Defendant. Also
 26 excluded are any federal, state or local governmental entities, any
 27 judicial officer presiding over this action and the members of his/her
 28 immediate family and judicial staff, and any juror assigned to this
 action.

29 38. This action has been brought and may be properly maintained as a
 30 class action pursuant to Rule 23 of the Federal Rules of Civil Procedure for the following
 31 reasons:
 32

1 a. The Class is ascertainable and there is a well-defined community of
2 interest among the members of the Class;

3 b. Based upon the nature of the trade and commerce involved and the
4 number of indirect purchasers of CRTs and products containing CRTs, Plaintiff
5 believes that the members of the Class number in the thousands and are
6 geographically dispersed across the country so that that joinder of all Class members
7 is not practicable; the identities of the members of the Class are not now known to
8 Plaintiff but can be readily learned from Defendants' books and records and through
9 other means of notification;

10 c. Plaintiff's claims are typical of the claims of the members of the Class
11 because Plaintiff indirectly purchased products containing CRTs from one or more
12 of the Defendants or their co-conspirators, and therefore Plaintiff's claims arise from
13 the same common course of conduct giving rise to the claims of the members of the
14 Class and the relief sought is common to the Class;

15 d. The following common questions of law or fact, among others, exist
16 as to the members of the Class: whether Defendants formed and operated a
17 combination or conspiracy to fix, raise, maintain or stabilize the prices of, or
18 allocate the market for, CRTs;

19 i. whether the combination or conspiracy caused CRT prices, and prices
20 for products containing CRTs, to be higher than they would have been
21 in the absence of Defendants' conduct;

22 ii. the operative time period of Defendants' combination or conspiracy;

23 iii. whether Defendants' conduct caused injury to the business or property
24 of Plaintiff and the members of the Class;

25 iv. the appropriate measure of the amount of damages suffered by the
26 Class;

27 v. whether Defendants' conduct violates Section 1 of the Sherman Act;

- vi. whether Defendants' conduct violates the antitrust, unfair competition, and consumer protection laws of the states as alleged below; and
- vii. the appropriate nature of class-wide equitable relief.

e. These and other questions of law or fact which are common to the members of the Class predominate over any questions affecting only individual members of the Class;

f. Plaintiff will fairly and adequately protect the interests of the Class in that Plaintiff has no interests that are antagonistic to other members of the Class and has retained counsel competent and experienced in the prosecution of class actions and antitrust litigation to represent himself and the Class;

g. A class action is superior to other available methods for the fair and efficient adjudication of this litigation since individual joinder of all damaged Class members is impractical. The damages suffered by individual Class members are relatively small, given the expense and burden of individual prosecution of the claims asserted in this litigation. Thus, absent the availability of class action procedures, it would not be feasible for Class members to redress the wrongs done to them. Even if the Class members could afford individual litigation, the court system could not. Further, individual litigation presents the potential for inconsistent or contradictory judgments and would greatly magnify the delay and expense to all parties and to the court system. Therefore, the class action device presents far fewer case management difficulties and will provide the benefits of unitary adjudication, economy of scale and comprehensive supervision by a single court;

h. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole; and

1 i. In the absence of a class action, Defendants would be unjustly
2 enriched because they would be able to retain the benefits and fruits of their
3 wrongful conduct.

4 39. The claims in this case are also properly certifiable under the laws of
5 the individual states identified below in the Second and Third Claims for Relief.

6 **NATURE OF TRADE AND COMMERCE**

7 40. Throughout the Class Period, Defendants and their co-conspirators
8 engaged in the business of marketing and selling CRTs, as well as products containing
9 CRTs, throughout the United States.

10 41. The market for the manufacture and sale of CRT Products is
11 conducive to the type of collusive activity alleged here. That market is oligopolistic in
12 nature. For example, one defendant alone, Philips, noted in a May 16, 2006 press release
13 that "LG.Philips Displays . . . produces one in every four television and computer monitor
14 tubes sold." The other Defendants also all have significant market share.

15 42. Some of these companies are known antitrust violators. Samsung, for
16 example, was fined \$300 million by the United States Department of Justice ("DOJ") in
17 October of 2005 for participating in a conspiracy to fix prices for Dynamic Random Access
18 Memory. It is also under investigation by the DOJ (along with some of the other
19 Defendants) for fixing prices of Static Random Access Memory, Flash Memory, and Liquid
20 Crystal Displays (LCDs).

21 43. The market for the manufacture and sale of CRTs is subject to high
22 manufacturing and technological barriers to entry.

23 44. The CRT industry has also been subject to significant consolidation.

24 45. Defendants sell their CRTs through various channels including to
25 manufacturers of electronic products and devices, and to resellers of CRTs. These
26 electronic products and devices -- CRT Products -- are then sold, directly or indirectly, to
27 consumers and are not altered during the course of sale.

1 46. California is the largest market in the world for CRT Products and is
2 the worldwide center of the PC industry and other industries that depend upon the CRT
3 market. Statements concerning the prices and market conditions for CRTs were
4 disseminated by Defendants from and into California on a regular and continuous basis.

DEFENDANTS' ILLEGAL CONDUCT

6 47. Defendants and their co-conspirators have engaged in a contract,
7 combination, trust or conspiracy, the effect of which was to raise the prices at which they
8 sold CRTs to artificially inflated levels from at least January 1, 1995 through the present.

9 48. Very recently, antitrust enforcement authorities in multiple countries
10 have begun investigating this unlawful cartel.

11 49. On November 8, 2007, the European Commission stated in a press
12 release the following:

13 "The European Commission can confirm that on 8th November
14 2007 Commission officials carried out unannounced inspections at
the premises of manufacturers of cathode ray tubes (CRTs).

15 Cathode ray tubes are used in television sets and computer
16 monitors. The Commission has reason to believe that the
17 companies concerned may have violated EC Treaty rules on
cartels and restrictive business practices (Article 81).

18 The Commission officials were accompanied by their
19 counterparts from the relevant national competition authorities.

Surprise inspections are a preliminary step in investigations into suspected cartels . . .”

21 50. Also on November 8, 2007, the Associated Press news agency
22 reported the following:

24 "Japan's antitrust officials searched a subsidiary of Matsushita
25 Electric Industrial Co. on suspicion of forming an international
cartel to fix prices for cathode-ray tubes for television, an official
and media reports said Friday.

27 MT Picture Display Co., a 100 percent subsidiary of Matsushita, is suspected of fixing prices for CRTs with other manufacturers

1 in South Korea, Taiwan and Hong Kong, Japanese business daily
 2 Nikkei reported Friday.

3 Antitrust officials in Japan, South Korea, the United States and the
 4 European Union have begun investigations, the paper said . . .

5 Japan's Fair Trade Commission conducted an on-sight [sic]
 6 inspection of MT Picture Display Thursday, said Akira Kadota, a
 7 spokesman for Matsushita, the Osaka-based maker of Panasonic-
 8 brand products . . .

9 Nikkei said the companies including South Korea's Samsung SDI
 10 are suspected of forming a cartel around 2005 to keep the price of
 11 CRTs from falling, citing unnamed officials."

12 51. On November 8, 2007, the Bloomberg news agency further reported
 13 the following:

14 "Japanese and European Union antitrust authorities carried out
 15 raids at companies in the cathode-ray tube industry as part of a
 16 price-fixing investigation . . . Japan's Fair Trade Commission
 17 also began a probe of a joint venture between Matsushita Electric
 18 Industrial Co. and Toshiba Corp., Munetsugu Takeda, a
 19 spokesman for Matsushita, said by telephone . . .

20 Cathode-ray tubes are used in television sets and computer
 21 monitors. Matsushita and Toshiba merged their cathode-ray tube
 22 units to form Matsushita Toshiba Picture Display Co. in 2003.
 23 The companies said at the time that the joint venture was the
 24 world's third-largest maker of television tubes."

25 52. On November 9, 2007, the Agence France-Presse ("AFP") news
 26 agency reported the following:

27 "South Korea's anti-trust watchdog has launched a probe into
 28 Samsung SDI as part of an international investigation into alleged
 29 price-fixing, officials said Friday.

30 The Fair Trade Commission is investigating allegations that
 31 Samsung SDI colluded with foreign rivals to fix the prices of
 32 cathode ray tubes (CRTs) for television.

33 "It is part of an international probe into alleged price-fixing this
 34 week. We are cooperating with the Fair Trade Commission," a
 35 Samsung SDI spokesman told AFP."

1 53. On November 12, 2007, Chunghwa announced via a filing with the
2 Taiwan Stock Exchange that it received a summons from the United States Department of
3 Justice relating to a CRT antitrust price-fixing investigation.

4 54. On November 16, 2007, *BNA's Antitrust & Trade Regulation* reported
5 that "Since 2005, [Japan Fair Trade Commission] sources alleged, MT Picture Display held
6 'tea parties' with Samsung and other manufacturers and exchanged information on picture
7 tube prices in Asia and Europe."

8 55. On November 21, 2007, Philips issued a press release and stated the
9 following:

10 "Competition law authorities in several jurisdictions have commenced
11 investigations into possible anticompetitive activities in the Cathode-
12 Ray Tubes, or CRT, industry. Koninklijke Philips Electronics
13 (NYSE:PHG, AEX: PHI) today announced that, as one of the
14 companies that was active in the CRT business, it is subject to one or
15 more of these ongoing investigations."

16 56. Defendants, through their officers, directors and employees,
17 effectuated the aforesaid contract, combination, trust or conspiracy between themselves and
18 their co-conspirators by, among other things:

19 a. participating in meetings and conversations, including through various
20 trade associations and committees, to discuss the prices of CRTs in the United
21 States;

22 b. agreeing, during those meetings and conversations, to charge prices at
23 specified levels and otherwise to increase and maintain prices of CRTs sold in the
24 United States;

25 c. issuing price announcements and quotations in accordance with the
26 agreements reached; and

27 d. selling CRTs to various customers in the United States at non-
28 competitive prices.

ACTIVE CONCEALMENT

2 57. Throughout and beyond the conspiracy, Defendants and their co-
3 conspirators affirmatively and actively concealed their unlawful conduct from Plaintiff and
4 the Class. Defendants and their co-conspirators conducted their conspiracy in secret and
5 kept it mostly within the confines of their higher-level executives. Defendants and their co-
6 conspirators publicly provided pre-textual and false justifications regarding their price
7 increases. Defendants and their co-conspirators conducted their conspiracy in secret,
8 concealed the true nature of their unlawful conduct and acts in furtherance thereof, and
9 actively concealed their activities through various other means and methods to avoid
10 detection. Plaintiff did not discover, and could not have discovered through the exercise of
11 reasonable diligence, that Defendants and their co-conspirators were violating the antitrust
12 laws as alleged herein until shortly before this class action litigation was commenced.

13 58. As a result of the active concealment of the conspiracy by Defendants
14 and their co-conspirators, any and all applicable statutes of limitations otherwise applicable
15 to the allegations herein have been tolled.

VIOLATIONS ALLEGED

First Claim for Relief

(Violation of Section 1 of the Sherman Act)

19 59. Plaintiff incorporates and re-alleges, as though fully set forth herein,
20 each and every allegation set forth in the preceding paragraphs of this Complaint.

21 60. Beginning at a time presently unknown to Plaintiff, but at least as
22 early as January 1, 1995 and continuing through the present, the exact dates being unknown
23 to Plaintiff, Defendants and their co-conspirators entered into a continuing agreement,
24 understanding, and conspiracy in restraint of trade to artificially raise, fix, maintain, and/or
25 stabilize prices for CRTs in the United States, in violation of Section 1 of the Sherman Act
26 (15 U.S.C. §1).

1 61. In formulating and carrying out the alleged agreement, understanding,
2 and conspiracy, the Defendants and their co-conspirators did those things that they
3 combined and conspired to do, including but not limited to the acts, practices, and course of
4 conduct set forth above, and the following, among others:

- 5 a. To fix, raise, maintain and stabilize the price of CRTs;
6 b. To allocate markets for CRTs among themselves;
7 c. To submit rigged bids for the award and performance of certain
8 contracts for CRTs; and
9 d. To allocate among themselves and collusively reduce the production
10 of CRTs.

11 62. The combination and conspiracy alleged herein has had the following
12 effects, among others:

- 13 a. Price competition in the sale of CRTs has been restrained,
14 suppressed, and/or eliminated in the United States;
15 b. Prices for CRTs sold by Defendants and their co-conspirators have
16 been fixed, raised, maintained and stabilized at artificially high, non-competitive
17 levels throughout the United States; and
18 c. Those who purchased CRTs and products containing CRTS, directly
19 or indirectly, from Defendants and their co-conspirators have been deprived of the
20 benefits of free and open competition.

21 63. Plaintiff and the Class have been injured and will continue to be
22 injured in their business and property by paying more for CRTs, and products containing
23 CRTs, purchased indirectly from the Defendants and their co-conspirators than they would
24 have paid and will pay in the absence of the combination and conspiracy, including paying
25 more for televisions and computer monitors and other products in which CRTs are a
26 component as a result of higher prices paid for CRTs by the manufacturers of those
27 products.

64. Plaintiff and the Class are entitled to an injunction against Defendants, preventing and restraining the violations alleged herein.

Second Claim for Relief

(Violation of State Antitrust and Unfair Competition Laws)

65. Plaintiff incorporates and re-alleges, as though fully set forth herein, each and every allegation set forth in the preceding paragraphs of this Complaint.

7 66. By reason of the foregoing, Defendants have entered into agreements
8 in restraint of trade in violation of Arizona Revised Stat. §§44-1401 *et seq.*

9 67. By reason of the foregoing, Defendants have entered into agreements
10 in restraint of trade in violation of California Bus. & Prof. Code §§16700 *et seq.* and Cal.
11 Bus. & Prof. Code §§17200 *et seq.*

12 68. By reason of the foregoing, Defendants have entered into agreements
13 in restraint of trade in violation of District of Columbia Code Ann. §§28-4503 *et seq.*

14 69. By reason of the foregoing, Defendants have entered into agreements
15 in restraint of trade in violation of Hawaii Rev. Stat. §§480-1 *et seq.*

16 70. By reason of the foregoing, Defendants have entered into agreements
17 in restraint of trade in violation of Iowa Code §§553.1 *et seq.*

18 71. By reason of the foregoing, Defendants have entered into agreements
19 in restraint of trade in violation of Kansas Stat. Ann. §§50-101 *et seq.*

20 72. By reason of the foregoing, Defendants have entered into agreements
21 in restraint of trade in violation of Maine Rev. Stat. Ann. 10, §§1101 *et seq.*

22 73. By reason of the foregoing, Defendants have entered into agreements
23 in restraint of trade in violation of Michigan Comp. Laws. Ann. §§445.773 *et seq.*

24 74. By reason of the foregoing, Defendants have entered into agreements
25 in restraint of trade in violation of Minnesota Stat. §§325D.52 *et seq.*

26 75. By reason of the foregoing, Defendants have entered into agreements
27 in restraint of trade in violation of Mississippi Code Ann. §75-21-1 *et seq.*

1 76. By reason of the foregoing, Defendants have entered into agreements
2 in restraint of trade in violation of Montana Code Ann. §§30-14-205 *et seq.*

3 77. By reason of the foregoing, Defendants have entered into agreements
4 in restraint of trade in violation of Nebraska Rev. Stat. §§59-801 *et seq.*

5 78. By reason of the foregoing, Defendants have entered into agreements
6 in restraint of trade in violation of Nevada Rev. Stat. Ann. §§598A *et seq.*

7 79. By reason of the foregoing, Defendants have entered into agreements
8 in restraint of trade in violation of New Mexico Stat. Ann. §§57-1-1 *et seq.*

9 80. By reason of the foregoing, Defendants have entered into agreements
10 in restraint of trade in violation of North Carolina Gen. Stat. §§75-1 *et seq.*

11 81. By reason of the foregoing, Defendants have entered into agreements
12 in restraint of trade in violation of North Dakota Cent. Code §§51-08.1-01 *et seq.*

13 82. By reason of the foregoing, Defendants have entered into agreements
14 in restraint of trade in violation of the Pennsylvania common law.

15 83. By reason of the foregoing, Defendants have entered into agreements
16 in restraint of trade in violation of South Dakota Codified Laws Ann. §§37-1 *et seq.*

17 84. By reason of the foregoing, Defendants have entered into agreements
18 in restraint of trade in violation of Tennessee Code Ann. §§47-25-101 *et seq.*

19 85. By reason of the foregoing, Defendants have entered into agreements
20 in restraint of trade in violation of West Virginia §§47-18-1 *et seq.*

21 86. By reason of the foregoing, Defendants have entered into agreements
22 in restraint of trade in violation of Wisconsin Stat. §§133.01 *et seq.*

23 87. By reason of the foregoing, Defendants have entered into agreements
24 in restraint of trade in violation of Wyoming Stat. Ann. §§40-4-101 *et seq.*

25 88. Class members in each of the states listed above paid *supra-*
26 competitive, artificially inflated prices for CRTs and products containing CRTs. As a direct
27 and proximate result of Defendants' unlawful conduct, such members of the Class have

1 been injured in their business and property in that they paid more for CRTs and products
2 containing CRTs than they otherwise would have paid in the absence of Defendants'
3 unlawful conduct.

4 **Third Claim for Relief**

5 **(Violation of State Consumer Protection and Unfair Competition Laws)**

6 89. Plaintiff incorporates and re-alleges, as though fully set forth herein,
7 each and every allegation set forth in the preceding paragraphs of this Complaint.

8 90. Defendants engaged in unfair competition or unfair, unconscionable,
9 deceptive or fraudulent acts or practices in violation of the state consumer protection and
10 unfair competition statutes listed below.

11 91. Defendants have engaged in unfair competition or unfair or deceptive
12 acts or practices in violation of California Bus. & Prof. Code §17200 *et seq.*

13 92. Defendants have engaged in unfair competition or unfair or deceptive
14 acts or practices in violation of Florida Stat. §501.201 *et seq.*

15 93. Defendants have engaged in unfair competition or unfair or deceptive
16 acts or practices in violation of Nebraska Rev. Stat. §59-1601 *et seq.*

17 94. Defendants have engaged in unfair competition or unfair or deceptive
18 acts or practices in violation of New Hampshire Rev. Stat. §358-A:2 *et seq.*

19 95. Defendants have engaged in unfair competition or unfair or deceptive
20 acts or practices in violation of New York Gen. Bus. Law §349 *et seq.*

21 96. Defendants have engaged in unfair competition or unfair or deceptive
22 acts or practices in violation of 9 Vermont §2451 *et seq.*

23 97. Class members in the states listed above paid supra-competitive,
24 artificially inflated prices for products containing CRTs. As a direct and proximate result of
25 Defendants' unlawful conduct, Plaintiff and the Class have been injured in their business
26 and property in that they paid more for products containing CRTs than they otherwise
27 would have paid in the absence of Defendants' unlawful conduct.

1 Fourth Claim for Relief

2 **(Unjust Enrichment and Disgorgement of Profits)**

3 98. Plaintiff incorporates and re-alleges, as though fully set forth herein,
4 each and every allegation set forth in the preceding paragraphs of this Complaint.

5 99. Defendants have been unjustly enriched through overpayments by
6 Plaintiff and Class members and the resulting profits.

7 100. Under common law principles of unjust enrichment, Defendants
8 should not be permitted to retain the benefits conferred via overpayments by Plaintiff and
9 Class members.

10 101. Plaintiff seeks disgorgement of all profits resulting from such
11 overpayments and establishment of a constructive trust from which Plaintiff and Class may
12 seek restitution.

13 PRAYER FOR RELIEF

14 WHEREFORE, Plaintiff prays:

15 1. That the Court determine that the Sherman Act, state antitrust law,
16 and state consumer protection and/or unfair competition law claims alleged herein may be
17 maintained as a class action under Rule 23(a), (b)(2), and (b)(3) of the Federal Rules of
18 Civil Procedure;

19 2. That the unlawful conduct, contract, conspiracy or combination
20 alleged herein be adjudged and decreed to be:

21 a. a restraint of trade or commerce in violation of Section 1 of the
22 Sherman Act, as alleged in the First Claim for Relief;

23 b. an unlawful combination, trust, agreement, understanding, and/or
24 concert of action in violation of the state antitrust laws identified in the Second
25 Claim for Relief herein;

26 c. violations of the state consumer protection and unfair competition
27 laws identified in the Third Claim for Relief herein; and

1 d. acts of unjust enrichment as set forth in the Fourth Claim for Relief
2 herein.

3 3. That Plaintiff and the Class recover damages, as provided by state
4 laws, and that a joint and several judgment in favor of Plaintiff and the Class be entered
5 against the Defendants in an amount to be trebled in accordance with such laws as
6 appropriate;

7 4. That Defendants, their affiliates, successors, transferees, assignees,
8 and the officers, directors, partners, agents, and employees thereof, and all other persons
9 acting or claiming to act on their behalf, be permanently enjoined and restrained from in
10 any manner: (1) continuing, maintaining, or renewing the conduct, contract, conspiracy or
11 combination alleged herein, or from entering into any other conspiracy alleged herein, or
12 from entering into any other contract, conspiracy or combination having a similar purpose
13 or effect, and from adopting or following any practice, plan, program, or device having a
14 similar purpose or effect; and (2) communicating or causing to be communicated to any
15 other person engaged in the sale of CRTs, information concerning bids of competitors;

16 5. That Plaintiff be awarded restitution, including disgorgement of
17 profits obtained by Defendants as a result of their acts of unfair competition and acts of
18 unjust enrichment;

19 6. That Plaintiff and the Class be awarded pre- and post-judgment
20 interest, and that that interest be awarded at the highest legal rate from and after the date of
21 service of the initial complaint in this action;

22 7. That Plaintiff and the Class recover their costs of this suit, including
23 reasonable attorneys' fees as provided by law; and

24 8. That Plaintiff and the Class have such other, further, and different
25 relief as the case may require and the Court may deem just and proper under the
26 circumstances.

27

28

1 Dated: January 17, 2008

2 Respectfully submitted,

3 By:

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JURY TRIAL DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury for all issues so triable.

4 | Dated: January 17, 2008

Respectfully submitted,

By:

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